

Attachments to Treasury Complaint Docs 21-25A



October 9, 2019

SENT VIA ELECTRONIC MAIL (richard@granot-law.co.il & richard@dit.network)

Richard Naimer
25 Begin St.
Tel Aviv, Israel 67012

Mr. Naimer,

It is my understanding you are not represented by legal counsel, which is why I am reaching out to you directly. If you are, in fact, represented by counsel, please immediately cease reading this letter and forward it to your counsel.

This firm has been retained by Mr. Marcus Andrade ("Mr. Andrade") and his wholly owned company NAC Foundation, LLC ("NAC"). Part of this firm's representation of Mr. Andrade and NAC is to investigate, and litigate, a variety of claims against Jack Abramoff, Rickard Naimer, Nigel Quantick, Halogen Communications, Angela Knight, Daniel Koechler, DIT Network, LLC, DIT Network LTD, David Siegal, 2030 Limited, ID Works Limited as well as any other individuals or entities we find may have participated in the actions giving rise to the impending law suit.

By way of background, Mr. Andrade plans to assert claims that he was wrongfully deprived of his beneficial interest in DIT Network, LLC and DIT Network, LTD after he contributed tens, if not hundreds, of millions of dollars in direct capital injection payments and intellectual property contributions to these ventures, only to have his interest usurped and receive nothing in return. Mr. Andrade is the rightful owner of all, or at least most, of these entities, and entitled to the financial benefits derived from such ownership.

Mr. Andrade believes the individuals and companies named above have intentionally and knowingly conspired together to breach their fiduciary duties as officers in the above-named companies, tortuously and fraudulently interfered with Mr. Andrade's business contracts, and purposefully violated their Non-Disclosure Agreements with Mr. Andrade and entities he owns; all in a deliberate effort to enrich themselves at Mr. Andrade's expense.

Moreover, Jack Abramoff, acting through his agent Richard Naimer¹, held various meetings with David Siegal, owner of 2030 Limited; Nigel Quantick, DIT Network Chief Technology Officer; and various other 2030 Limited executives that are very concerning to Mr. Andrade and are part of the basis for his belief there was a conspiracy to deprive him of his ownership interest. On many other occasions, Mr. Naimer told Mr. Andrade, both verbally while my client was in Texas and via the WhatsApp messaging application, he would hand over all technology and source code to my client as well as his shares in 2030 Limited, before doing the exact opposite. All while working on a clandestine merger between 2030 Limited and DIT Network Ltd. Tellingly, while Mr. Adramoff and Mr. Andrade were negotiating, 2030 Limited created various companies that resulted in the formation of ID Works Limited who, by no small coincidence, now employs all of the former DIT Network workers and employees.

Additionally, Mr. Andrade has reason to believe Mr. Jack Abramoff, and others, have wrongfully and illegally conspired together to inflict harm to his business interests. Mr. Andrade believes after Mr. Abramoff and his cohorts began creating different corporate entities—in which they planned to secrete valuable assets that should have been owned by Mr. Andrade—they began attempting to forestall Mr. Andrade and NAC from taking legal action so they could continue to muddy the waters as to legal ownership of the funds and intellectual property contributed by Mr. Andrade.

Recently, Mr. Abramoff and his allies continued their scheme by attempting to purchase NAC assets and Mr. Abramoff made an unsolicited offer to purchase all of NAC's valuable assets, including Mr. Andrade's exceptionally valuable patent portfolio, for an unknown buyer in the amount of \$100 Million, less a \$40 million dollar brokerage fee for Mr. Abramoff. During these discussions, Mr. Abramoff refused to reveal the true identity of the buyer and, Mr. Andrade believes, it is because the offer was made in bad faith.

After Mr. Abramoff was unsuccessful in acquiring these assets, Mr. Andrade has reason to believe Mr. Abramoff attempted to coerce many of the individuals and entities that had previously done business with Mr. Andrade to file lawsuits against Mr. Andrade and NAC. Mr. Andrade is confident evidence will prove this illegal and wrongful conspiracy had as its primary purpose inflicting financial trauma on Mr. Andrade so he would be willing to sell NAC assets to Mr. Abramoff at a steeply discounted price. Mr. Andrade has reason to believe Mr. Abramoff enticed the individuals he was attempting to recruit with financial compensation funded from the profits he would make from selling NAC assets. Mr. Andrade also believes the individuals identified in this letter may have been part of Mr. Abramoff's conspiracy.

This firm is reaching out because we have reason to believe you have information in your custody and/or control that could prove probative in this lawsuit and, if you are not a party listed above, there is a possibility you will be a named party in the litigation. Because of this, we

¹ Mr. Andrade has been led to believe on many occasions that Mr. Naimer was an Israeli intelligence official. His strategic planning and project coordination skills would make him an ideal candidate to spearhead a surreptitious scheme to undermine Mr. Andrade and NAC.

are directing and instructing you to immediately instruct and require your directors, officer, agents, and anyone else under your command of control to take all reasonable steps to **identify and preserve** all information, whether in hard copy or digital format, related to the following individuals, entities, and topics:

- Jack Abramoff
- David Siegel
- Richard Naimer
- Nigel Quantick
- 2030 Limited
- ID Works Limited
- John Crawford
- Raymond Robertson
- Daniel Koechler
- DIT Network, LLC
- DIT Networkk, LTD
- CrossVerify,
- AML Bitcoin
- NAC Foundation, LLC
- Marcus Andrade

The information and evidence you identify and preserve should include, but is not necessarily limited to, electronic mail communications, text message communications, phone logs, voice mail messages, call records, electronic files of any kind (Word, Excel, Adobe, etc.), video tapes, audio tapes, photographs, meeting minutes, notes, and memoranda related to any of the identified individuals, entities, or topics. You are instructed and directed to immediately cease all routine housekeeping or deletion efforts in order to preserve this evidence.

Additionally, it is imperative that you preserve this information in its original and native format. It is not sufficient that digital information be printed out and stored in hard copy format as the native format of the digital document contains, or may contain, valuable and relevant information that cannot be obtained from the face of the document itself.

Failure to identify and preserve this information could have substantial financial consequences for Mr. Andrade and NAC, which may give rise to additional legal remedies against you.

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Continued on Following Page

Please also note your duty to identify and preserve information is ongoing and will continue until you receive written notice from this firm or an order from a court of law that you are longer obligated to identify and preserve the information identified above. If you have any questions or concerns, please do not hesitate to reach out to me via telephone at 702-423-7208 or my electronic mail at klevitt@leavittlegalgroup.com.

Kind Regards,

Kristofer D. Leavitt

Kristofer D. Leavitt, Esq.
LEAVITT LEGAL GROUP, P.C.
612 S. 10th Street
Las Vegas, Nevada 89101
702-423-7208

10:46



1 of 1



CRIMINAL INVESTIGATION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

October 18, 2019

Boubacar Ndiaye
4101 Russell Avenue, Apartment 4
Mount Rainier, MD 20712-1824

Re: Financial transactions conducted with Marcus Andrade

Dear Mr. Ndiaye:

The United States Attorney's Office of the Northern District of California, Federal Bureau of Investigation and the Internal Revenue Service, Criminal Investigation are conducting an investigation into Marcus Andrade and his businesses.

During the course of our investigation, we have uncovered one financial transaction conducted by you for a total of \$22,500 on February 12, 2018. I wish to speak to you regarding that transaction. Please call me at your earliest convenience at (415) 837-6425 or email me at Bryan.Wong@oia.irs.gov.

Sincerely,

Bryan Wong
Special Agent
Oakland Field Office10-18-19
Letter dated

Buzz Njay ©

25.10.19 at 11:10 AM



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SWORN DECLARATION OF KELSIE PREVOST

Regarding the phone conversation on October 23, 2018 between Marcus Andrade and Richard Neimer, it is to my personal knowledge, and I declare as true and correct that Richard contacted Marcus to discuss a solution for the ongoing deal between Marcus and Jack Abramoff. Jack was pushing others to threaten litigation against Marcus if he does not take the deal. Richard asked Marcus if he had any solutions to salvage the deal. Marcus demanded that Richard be honest and asked if Daniel was contacted to force Marcus to continue with the deal, in which Richard responded "yes and no." Richard also stated that everyone would be "suing each other if the deal did not go through"; and he admitted to contacting Daniel on Jack's behalf. Marcus vocalized that he had been in contact with Jack's "victims." I directly heard Marcus tell Richard that he would consider the deal at 25% brokerage fee, a \$500,000.00 down payment, NAC Foundation is not for sale and it would get a license back, and there would be an ethical clause in the agreement. Marcus told Richard that the deal will be with Richard only and he will not deal with Jack and have no intention in doing so. Richard told Marcus that he will get with Jack and get back in contact with Marcus. When the phone call ended Marcus told Melanie and I that he was doing it because they (Jack and his associates) are snakes and coyotes – they will bite you once and continue to do so because it is in their nature. He is delaying time in gathering all his evidence together.

I, Kelsie Prevost, declare under penalty or perjury that the forgoing is true and correct.

Executed on this 25th day of October _____, 2019.

Kelsie Prevost
Kelsie Prevost

Sworn Declaration of Melanie Cowan

I, Melanie Cowan, was present for the phone call with Richard Neimer when he called Marcus Andrade on 10/22/19 around 12:30PM.

Richard said that he was calling to work things out between Marcus and Jack Abramoff and give his opinion from a "bird's eye view." He asked Marcus for details on why the deal fell apart because Jack called Richard and barely told him anything that was going on.

According to Richard, Jack told him that he didn't want Richard to be apart of the deal because he believed that Jack did not want to give Richard a cut. This is why Richard knew no details about the deal other than what was read in the preservation letter sent to Richard by Marcus' attorney.

Marcus told Richard that 5% of the reason the deal fell through was because Jack demanded 40% cut of the deal and 95% of the reason was because Jack was pushing other people to threaten litigation unless Marcus took the deal.

Richard asked Marcus if there was any way the deal could be salvaged. Marcus responded by saying that the only way was to reestablish trust. The only way to reestablish trust was for Richard to be up front and honest with Marcus.

Marcus then asked Richard if 20/30 was involved in the deal and Richard assured him that they were not. After that, Marcus asked if Jack asked Richard to call Daniel Koehler to pressure Marcus to do the deal and Richard responded "Yes and No."

Richard stated that Jack told him that if the deal did not go through that "everyone would be suing each other."

Richard admitted to contacting Daniel on Jack's behalf.

Marcus told Richard that he would consider the deal at a the following conditions: 25% brokerage fee, \$500,000.00 down payment, NAC is not for sale and would receive a license back, ethical clause added to the agreement, and that Marcus would only do the deal with Richard and not have anything to do with Jack.

Marcus told Richard that he was getting litigation together with the help of individuals who hate Jack aka other victims. Richard said that he would get with Jack and get back in touch with Marcus.

I asked Marcus why he was trusting Richard and considering the deal and he responded with "Because a scorpion and a snake that bites you is likely to bite again. I am leading them to believe that I will do the deal in order to delay it and buy time to gather all evidence against Jack and his conspirators."

I declare under penalty of perjury that the forgoing is true and correct.

Executed on this 23 day of October, 2019.


Melanie Cowan



Tweet

Remember to get your...

clt956709.bmeurl.co/93D83A4 #CryptoNews



5



6



14



Johnny Ameen

@ETSUfan123

Replying to @AMLBitcoin

Why is the IRS working with the FBI
in a case against Marcus Andrade,
founder of AML & Aten coin? #Crypto

6:34 · 26 Oct 19 · Twitter for iPhone



James Deed @JohnRic95657171 · 0s

Replying to @ETSUfan123 and @AMLBitcoin

Maybe it's because Abramoff's pension fund
isn't complete and neither is his lap Dog's
Siegel. He should also address the garden
gnomes Naimer and Qauntick too? I dunno
you tell me Clueso?



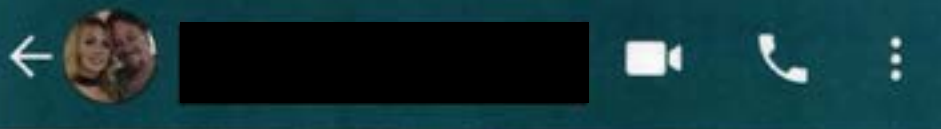
Tweet your reply



FROM: J. ABRAMOFF

TO: [REDACTED]

D. [REDACTED]



I'm in Alberta 2:55 PM ✓✓

Forwarded

Hi Darren,

To say I am stunned is an understatement. I realize you are sick of dealing with this, and I certainly don't blame you, but I have spent a tremendous amount of my time trying to get all of us into a position where we can turn our investments into something. By you giving him a complete pass on your debt (which is the only debt that has a lien on the patents), you have set us all back and perhaps doomed our efforts.

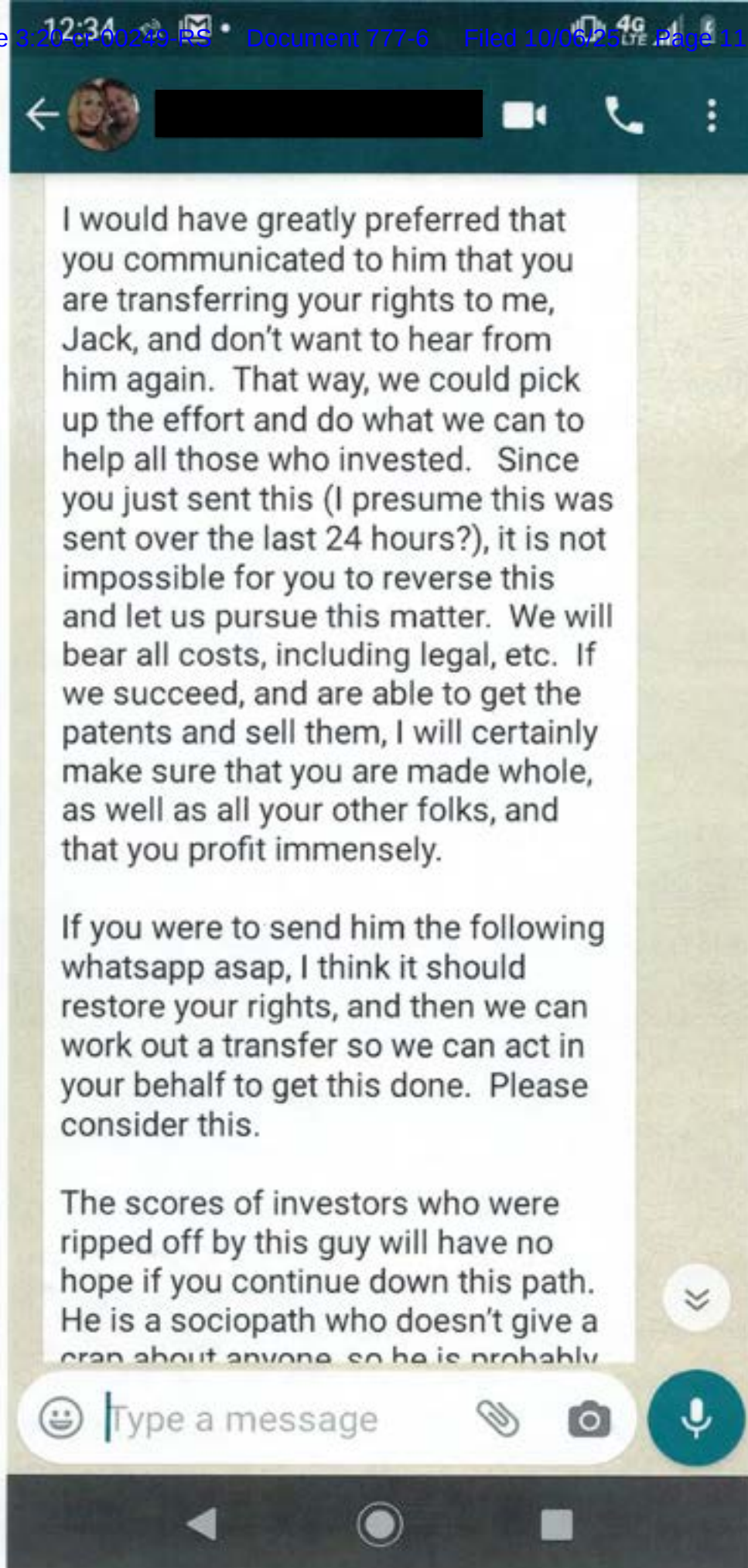
I would have greatly preferred that you communicated to him that you are transferring your rights to me, Jack, and don't want to hear from him again. That way, we could pick up the effort and do what we can to help all those who invested. Since you just sent this (I presume this was sent over the last 24 hours?), it is not imp... [Read more](#)

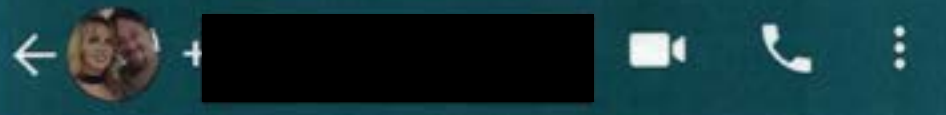
2:58 PM



Type a message







The scores of investors who were ripped off by this guy will have no hope if you continue down this path. He is a sociopath who doesn't give a crap about anyone, so he is probably laughing right now – thinking (perhaps correctly) that he has gotten away with it. Please let me know if you are willing to reconsider. If so, please send him the following (via whatsapp and via email, cc'ing me on the email).

Marcus,

I hereby withdraw the notice I sent to you on [time and date you sent it]. Since it was a unilateral declaration with no consideration, and since it is highly unlikely that you were able in these few hours to act in reliance on this declaration in a tangible way, please consider that notice null and void.

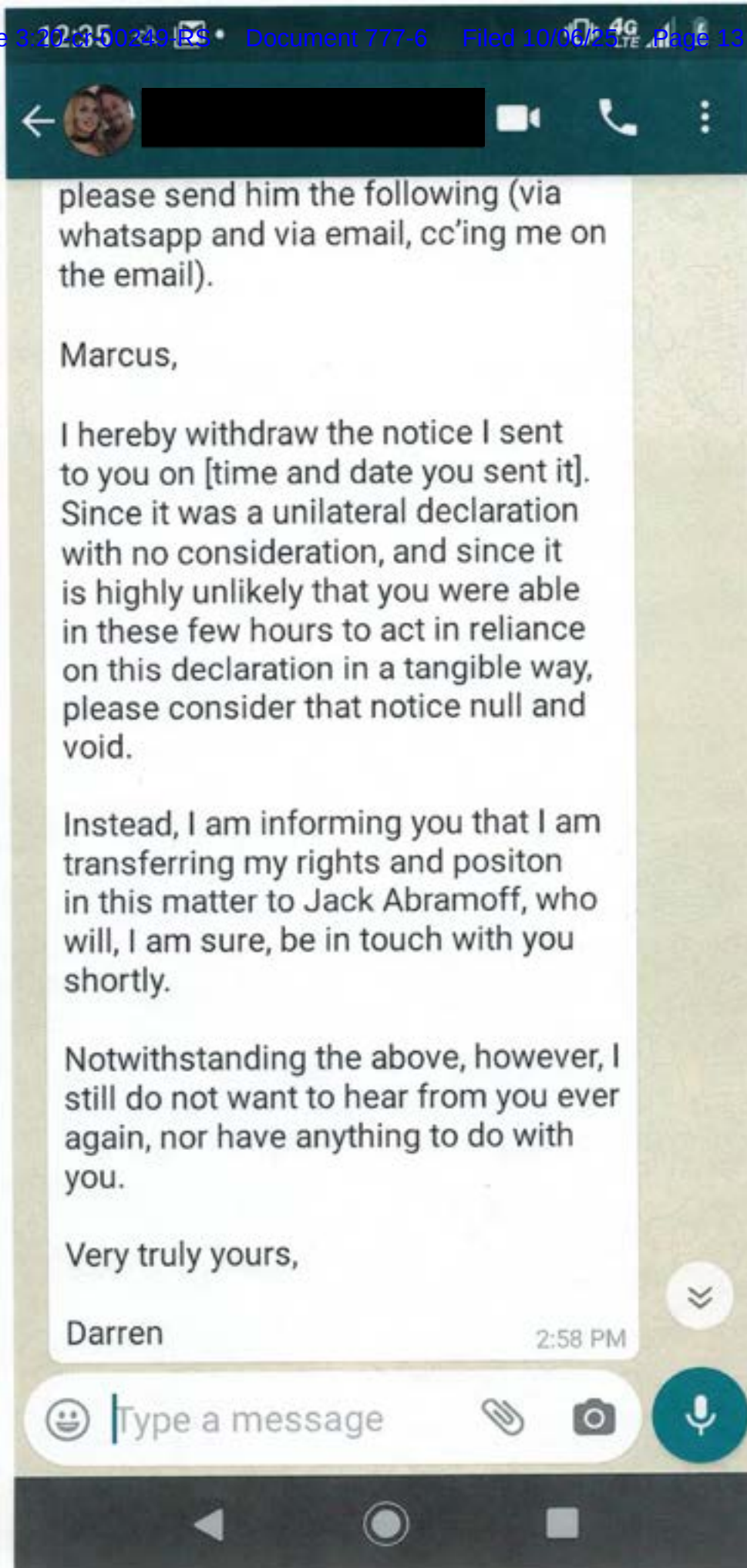
Instead, I am informing you that I am transferring my rights and position in this matter to Jack Abramoff, who will, I am sure, be in touch with you shortly.



Type a message



J. ABRAMOFF'S
INSTRUCTIONS
TO D. [REDACTED]





16:15



trying to get all of us into a position where we can turn our investments into something. By you giving him a complete pass on your debt (which is the only debt that has a lien on the patents), you have set us all back and perhaps doomed our efforts.

I would have greatly preferred that you communicated to him that you are transferring your rights to me, Jack, and don't want to hear from him again. That way, we could pick up the effort and do what we can to help all those who invested. Since you just sent this (I presume this was sent over the last 24 hours?), it is not imp... [Read more](#)

11:05

if you want to chat just let me know and I'll call you.

11:22

NOVEMBER 16, 2019

Darren, please at least let me know